

Honorable Robert J. Bryan
Hearing Date: January 6, 2012
Hearing Date: January 13, 2012
Without Oral Argument

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

KIM GASKILL and KAREN GASKILL,
husband and wife, and the marital community
consisting thereof,

Plaintiffs,

vs.

TRAVELERS INSURANCE COMPANY,
a foreign insurance company; **SENTRY**
INSURANCE, a foreign insurance company; and
JOHN DOE INSURANCE, an unknown insurer,

Defendants.

NO. 3:11-cv-05847-RJB

DECLARATION OF
STEVEN J. THOMAS

1. I, Steven J. Thomas, declare under penalty of perjury under the laws of the United States that the following is true and correct. I am one of the attorneys for the plaintiffs herein. This declaration is based upon my personal knowledge, and I am competent to testify relative thereto.

Travelers Insurance

2. Travelers initially responded to our UIM claim by letter dated May 26, 2011. This letter is attached hereto as Exhibit 1. It is signed as THE TRAVELERS INDEMNITY COMPANY OF AMERICA.

DECLARATION OF
STEVEN J. THOMAS – Page 1

LAW OFFICE OF STEVEN J. THOMAS
608 Eighth Street, P.O. Box 241
Hoquiam, Washington 98550-0241
(253) 735-9354

1 3. By letter to Travelers dated June 11, 2011, I requested a copy of the policy applicable to
2 plaintiffs' UIM claim. This letter is in the record. Dkt. No. 18-5 p. 2.

3
4 4. By letter to Travelers dated June 21, 2011, I informed Travelers of the extent of plaintiffs'
5 UIM claims and requested a copy of the policy. This letter is omitted from the record.

6
7 5. By letter to Travelers dated August 1, 2011, I complained that I had not yet received a
8 copy of Travelers' policy. This letter is in the record. Dkt. No. 18-6 p. 2.

9
10 6. By letter dated August 10, 2011, Travelers denied coverage and refused to provided a
11 copy of the policy. This letter is attached hereto as Exhibit 2. It is signed The Travelers
12 Indemnity Company.

13
14 7. The list of Travelers entities registered with the Office of the Insurance Commissioner is
15 attached hereto as Exhibit 3. I adopted the name I thought most likely to achieve actual notice
16 and to secure personal jurisdiction sufficient to conduct discovery to obtain a copy of the
17 insurance policy.

18
19 8. On September 19, 2011, plaintiffs served the summons and complaint on Travelers via
20 the Washington Office of the Insurance Commissioner. The Declaration of Service is in the
21 record. Dkt. No. 8-1 p. 18. The declaration also shows contemporaneous service of Plaintiffs
22 First Interrogatories and Requests for Production of Documents to Travelers Insurance Company.

23
24 9. Travelers' Corporate Disclosure Statement in this court effectively asserts that its correct
25 name is The Travelers Indemnity Company. Dkt. No. 5 pp. 1-2.

1 10. Travelers Notice of Appearance in this court asserts lack of jurisdiction over the person,
2 insufficiency of process, and insufficiency of service of process. Dkt. No. 7 pp. 1-2.

3
4 11. Travelers' answer in this court asserts lack of personal jurisdiction and insufficiency of
5 service of process. Dkt. No. 11 p. 3.

6
7 **Travelers Appoints Counsel for Its Insureds**

8 12. By letter dated July 6, 2011, attorney William Spencer appears as counsel retained by
9 Travelers to represent its insureds Tri-State Construction and Gregory Cearly. This letter is
10 attached hereto as Exhibit 4.

11
12 **Sentry Insurance**

13 13. In attempting to identify the insurance policies at issue in this case, I began with a barely
14 legible Dairyland policy declaration dated December 4, 2008, which was four days before the
15 accident. This document is attached hereto as Exhibit 5.

16
17 14. Co-counsel's letter dated May 27, 2011, to Dairyland is attached hereto as Exhibit 6.
18 This letter requested that a third party liability claim be established.

19
20 15. Sentry responded on June 21, 2011, under the name Viking Insurance Co. of Wisconsin.
21 This letter is attached hereto as Exhibit 7. The letter mis-identifies the policy-holder and denies
22 coverage.

23
24 16. Viking repeatedly denied the existence of a policy, but eventually opened a third party
25 liability claim under a policy issued by Patriot General Insurance Company. The letter dated
26 October 18, 2011, denying coverage – without explanation – is attached hereto as Exhibit 8.

1 17. By separate letter dated September 24, 2011, Patriot General Insurance Company
2 established a UIM claim. This letter is attached hereto as Exhibit 9.

3
4 18. By letter dated November 15, 2011, Patriot General Insurance Company offered
5 arbitration of the UIM claim. This letter is attached hereto as Exhibit 10.

6
7 19. The list of Sentry entities registered with the Office of the Insurance Commissioner is
8 attached hereto as Exhibit 11. In this instance, our intent was to sue Sentry Insurance as an
9 unauthorized insurer that was doing business in Washington under names not registered with the
10 Office of the Insurance Commissioner. I adopted the name I thought most likely to achieve
11 actual notice and to secure personal jurisdiction sufficient to conduct discovery to obtain a copy
12 of the insurance policy.

13
14 20. On August 30, 2011, plaintiffs served the summons and complaint on Sentry via its agent
15 Harbor Insurance. The Declaration of Service is in the record. Dkt. No. 8-1 p. 24. The
16 declaration also shows contemporaneous service of Plaintiffs First Interrogatories and Requests
17 for Production of Documents to Sentry Insurance.

18
19 21. Subsequently, plaintiffs served the summons and complaint on Sentry via the Washington
20 Office of the Insurance Commissioner. The Declaration of Service is in the record. Dkt. No. 8-1
21 p. 21. The declaration also shows contemporaneous service of Plaintiffs First Interrogatories and
22 Requests for Production of Documents to Sentry Insurance.

23
24 22. Sentry's Notice of Appearance in this court states that its correct name is Sentry
25 Insurance A Mutual Company. Dkt. No. 6 p. 1.

23. Sentry's Corporate Disclosure Statement in this court effectively states that its correct name is Sentry Insurance a Mutual Company. Dkt. No. 9 p. 1.

Washington OIC

24. The Washington Office of the Insurance Commissioner returned the above-referenced documents several days after service on the OIC. The OIC's transmittal letter is in the record. Dkt. No. 18-1 p. 2. The OIC's letter states that Sentry Insurance could not be served because it did not appear in the list of companies authorized to issue insurance policies. Travelers Insurance Company, on the other hand, could be served but the OIC was refusing to accept service because the twenty-dollar check was for service on two defendants and the OIC would only be accepting service on one defendant.

25. Upon information and belief, Travelers and Sentry were each served by the Office of the Insurance Commissioner in mid-September of 2011, even though the OIC was asserting defenses to service on their behalf.

Lawsuit Against Tortfeasors

26. On November 14, 2011, plaintiffs commenced suit in Mason County Superior Court against the other drivers who were involved in the December 8, 2011, automobile accident. Plaintiffs served the summons and complaint along with an order to show cause why the defendants' insurance policies should not immediately be produced.

27. **I first received the insurance policies in this case in December of 2011 in response to the Mason County order to show cause why they should not be produced immediately.**

Further, Allstate was identified as the John Doe Insurance Company listed in the original complaint in this case.

1 28. After this court's ruling dated November 21, 2011, wherein the court stated that this
2 lawsuit cannot be maintained against non-existent entities, plaintiffs amended the complaint
3 against the tortfeasors in Mason County to add all three insurers with respect to their UIM
4 coverages. All three insurers have appeared in the state court proceeding.
5

6 29. Travelers has struck its motion to dismiss the present lawsuit, but seeks to add a
7 counterclaim alleging frivolous litigation. Travelers is vague as to the basis for the claim,
8 leaving open the possibility that it adverts either or both to the underlying UIM claim and/or the
9 misnaming of the insurance entities.
10

11 30. I was brought into this lawsuit by attorney James Gazori due to my involvement with
12 *Butzberger v. Foster, et al.* In over twenty years of practice, I have never had an insurer refuse
13 to provide a copy of its policy to a first party UIM claimant. In this case, Travelers refused and
14 Sentry failed to provide copies of their policies, both before and after the commencement of this
15 litigation.
16

17 Dated this 29th day of December, 2011, at Hoquiam, Washington.
18
19

20 _____
21 Steven J. Thomas WSBA 20076
22
23
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27

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David Lawrence Sanders WSBA #39697	Patrick Michael Paulich WSBA #10951
Ryan J. Hesselgesser WSBA #40720	
Thomas Lether WSBA #18089	
Lether & Associates PLLC	Thorsrud Cane & Paulich
3316 Fuhrman Avenue East, Suite 250	1325 Fourth Avenue, Suite 1300
Seattle, Washington 98102	Seattle, Washington 98101
Tel: (206) 467-5444	Tel: (206) 386-7755
<i>Counsel for Travelers Insurance Company</i>	<i>Counsel for Sentry Insurance</i>

/s/ Steven J. Thomas, WSBA #20076

Attorney for Plaintiffs

LAW OFFICE OF STEVEN J. THOMAS
608 Eighth Street, P.O. Box 241
Hoquiam, Washington 98550-0241
(253) 735-9354

Exhibit 1



Eddie Valentine

Technical Specialist
Travelers
Construction Claim, Seattle
(206) 464-5756
(877) 305-6553 (fax)

1501 4th Ave., Suite 400
Seattle, WA 98101

5-26-11

James K. Gazori, Attorney at Law
PO Box 1255
Shelton, WA 98584

Sent via Fax: 360 427-1173

RE: Claimant: Kim Gaskill
 Insured: Tri-State Construction, Inc.
 Claim Number: FZN0776
 Date of Loss: December 8, 2008

Dear Mr. Gazori:

We received your letter dated April 28, 2011 requesting UIM benefits for Mr. Gaskill on May 23, 2011. We are looking into coverage availability for your client pursuant to your request.

THE TRAVELERS INDEMNITY COMPANY OF AMERICA will state a formal position relative to coverage as soon as possible.

If you have any questions or concerns, please do not hesitate in contacting me.

Sincerely,

THE TRAVELERS INDEMNITY COMPANY OF AMERICA


Eddie Valentine
Technical Specialist

Exhibit 2



Kathy Herron

Sr. Technical Specialist
Construction Claims

(406) 447-1225
(406) 447-1220

P.O. Box 6107
Helena, MT 59604

August 10, 2011

Steven J. Thomas
Attorney at Law
Box 241
Hoquiam, WA 98550

RE: Claimant: Kim Gaskill
 Policy Holder: Tri-State Construction, Inc.
 Policy #: DT810-348K0141 09/30/2008-09/30/2009
 Claim #: B5U3184
 Date of Loss: 12/08/2008

Dear Mr. Thomas,

This will acknowledge receipt of previous correspondence regarding the captioned claim and that you are appearing in association with James Gazori in connection with the coverage issues. Mr. Gazori's initial letter to The Travelers Indemnity Company (hereafter "Travelers") requested that a UIM claim be opened, separate from the existing 3rd party claim being pursued by Mr. Gaskill against Tri-State Construction, Inc. Mr. Gazori asserts that Mr. Gaskill is entitled to present a claim under the UIM coverage of the Tri-State Construction policy because in the course of the collision your client was occupying the Tri-State Construction vehicle and that the injuries sustained may be partially attributable to underinsured individuals.

We have reviewed the facts of the loss, along with the applicable insurance policy to determine Travelers' obligations, if any, under the referenced policy. Based on the facts of this accident, it is our position that Mr. Gaskill would not qualify as an insured, as defined in the policy.

This accident occurred December 8, 2008 on Brockdale Rd. in Shelton, WA. The police report indicates that Michael Gaskill was transporting a load of Christmas trees on a flatbed trailer. Kim Gaskill and his brother were in a van, following Michel Gaskill's vehicle and trailer loaded with trees.

As Michael Gaskill made a right turn onto Brockdale Rd., several trees came off the trailer and landed in the roadway. Kim Gaskill exited the van, leaving the lights on and the driver's side door open. Gregory Cearly was traveling south on Brockdale Rd. in a vehicle owned by Tri-State Construction. As he approached the van on the shoulder, Mr. Cearly began slowing and moved toward the center line. As Mr. Cearly slowed, he struck Kim Gaskill, who was walking backwards westbound across the roadway.

The policy issued to Tri-State Construction contains Washington Underinsured Motorist Coverage (CA 21 34 (0707 ed.)), copy enclosed. The insuring agreement of this form states:

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" or "property damage" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

* * *

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone occupying a covered "auto" or a temporary substitute for a covered "auto".

* * *

For further clarification of the Insuring Agreement, we refer you to section F. Additional Definitions portion of the endorsement where the meanings of the pertinent terms are outlined. The definitions of "occupying" and "underinsured motor vehicle" as used in the endorsement are as follows:

3. "Occupying" means in, upon, getting in, on, out or off.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident"; or
 - b. For which liability bonds or policies apply at the time of the "accident", but the amount paid under all of the bonds or policies to an "insured" is not enough to pay the full amount an "insured" is legally entitled to recover as damages caused by an "accident";

* * *

As stated above, under the terms of the Washington Underinsured Motorist Coverage endorsement, Kim Gaskill does not qualify as an "insured." . While Mr. Gaskill was struck by the Tri-State Construction vehicle, this would not constitute "occupying" a covered auto.

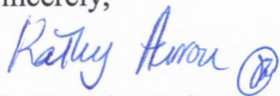
There may be other forms, endorsements, exclusions or provisions of the insurance policy not cited in this letter that may also be applicable to this claim or coverage review. Travelers reserves the right to rely upon any other forms, endorsements, definitions, conditions, terms and exclusions in its policy, whether or not cited in this letter, to the extent there is evidence that shows such forms, endorsements, definitions, conditions, terms and exclusions may apply.

Our position is based upon facts and information available at this time and is subject to the availability of further information and review. Travelers may revise its position and raise other issues or coverage defenses without prejudice, waiver and estoppel. If you are aware of any facts or theories that are relevant to Travelers' duties under the subject policy, we welcome your thoughts and will give

consideration to such information. Should you obtain any additional information that could bear upon Travelers' opinion in this case, please bring it to our immediate attention.

In response to your request for a copy of the Tri-State Construction policy, as advised by Ms. Clemmensen via e-mail on July 13, 2011, since Mr. Gaskill is not an insured under the policy, Travelers is prohibited from providing a copy of the relevant insurance contract. If you have any questions regarding the issues set forth in this letter or wish to discuss this matter further please call me at 1-800-332-6112, ext. 225.

Sincerely,



The Travelers Indemnity Company
Kathy Herron
Sr. Tech. Spec. Construction Claim
kherron@travelers.com

cc: James Gazori

Exhibit 3

Search

To begin, select a tab and enter information in one or more of the fields then click the "Search" button.

Agent Search

Agency Search

Company Search

Search **All** companies Search companies with **Active** lines of business

Search for company by name, coverage, license number, or organization type

Name

Washington State license
number (WAOIC)
NAIC number

Coverage
type What is this?

Organization type

Search -> Clear all fields [Need help searching?](#)

Showing 1-17 of 17 Results

Name ▾	WAOIC
TRAVELERS CASUALTY AND SURETY COMPANY	11
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	10
TRAVELERS CASUALTY COMPANY OF CONNECTICUT	75876
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	9
TRAVELERS COMMERCIAL CASUALTY COMPANY	181914
TRAVELERS COMMERCIAL INSURANCE COMPANY	75881
TRAVELERS HOME AND MARINE INSURANCE COMPANY THE	130189
TRAVELERS INDEMNITY COMPANY OF AMERICA THE	1222

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TRAVELERS INDEMNITY COMPANY OF CONNECTICUT THE	1324
TRAVELERS INDEMNITY COMPANY THE	1323
TRAVELERS INSURANCE COMPANY	1318
TRAVELERS LIFE INSURANCE COMPANY THE	1326
TRAVELERS PERSONAL INSURANCE COMPANY	500406
TRAVELERS PERSONAL SECURITY INSURANCE COMPANY	500407
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	1320
TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY	75874
TRAVELERS PROTECTIVE ASSOCIATION OF AMERICA THE	1327

Exhibit 4

MURRAY, DUNHAM & MURRAY
ATTORNEYS AT LAW

Jeffery E. Adams, P.S.
R. Dirk Bernhardt
Daira S. Waldenberg
Harold B. Field
Jennifer P. Murray
William W. Simmons
Jason Soderman
William W. Spencer, P.S.
Michael K. Taylor, P.S.

Mailing Address:

Post Office Box 9844
Seattle, WA 98109-0844

Street Address:

200 West Thomas, Ste. 350
Seattle, Washington 98119

telephone: (206) 622-2655
facsimile: (206) 684-6924
email: mdm@murraydunham.com
website: www.murraydunham.com

Matt Murray, P.S., - Of Counsel
Roger E. Dunham, P.S., Retired
Wayne Murray, 1914-2000

July 6, 2011

Mr. James Gazori
Post Office Box 1255
1620 Olympic Highway North
Shelton, WA 98584

Re: Kim Gaskill
DOL: December 8, 2008

Dear Mr. Gazori:

I realize we have missed phone calls to one another on several occasions over the past couple of weeks. I recently received a copy of your letter to Travelers Insurance Company indicating you and Steven Thomas would be representing Kim Gaskill for claims arising out of the vehicle/pedestrian accident that occurred on December 8, 2008 in Mason County, Washington. Please be advised that our firm has been retained to represent Greg Cearly and Tri-State Construction Company with respect to the accident. If you intend to file a lawsuit, a courtesy copy of the Complaint would be appreciated. I do not have authority to accept service of process on behalf of my clients.

Any information you could provide regarding your client's condition would also be appreciated. My clients and I are hopeful that he had a good recovery from his injuries.

Please call if you an opportunity so we can discuss this matter further.

Yours truly,



William W. Spencer

WWS/tla

cc: Ms. Edie Valentine-(#FZN0776)
Mr. Gregory Cearly
Mr. Steven Thomas

Exhibit 5

POLICY DECLARATIONS

POLICY NUMBER

475736946

TRANSACTION TYPE

NEW BUSINESS

Date Printed

12/04/2008

TRANSACTION EFFECTIVE DATE

12/04/2008

POLICY TERM

Effective Date

12/04/2008

Expiration Date

06/04/2009

12:01 a.m. Standard Time

12:01 a.m. Standard Time

Policy effective at time of application or time agent found coverage, whichever is later.

PREMIUM FOR CURRENT TERM

\$406.38

TERM PREMIUM PRIOR TO CHANGE

Only applies to a
Change Transaction.

ORIGINAL POLICY INCEPTION DATE

12/04/2008

Insured

GASKILL, MICHAEL ELLIS
1461 E ISLAND PK DR
SHELTON, WA 98584

475736946 4677
INS AGENCY
3005 N VIEW CIRCLE
SHELTON, WA 98584

475736946

2866

|||||

FORM - NAMED DRIVER

Named Driver	Rated Dr. DOB	Gen.	Mar.	Terr.	Rating Points	MVR	SR22	DD Course Date
GASKILL, MICHAEL ELLIS	09/08/1939	M	M	03	000	Y	N	00/00/0000

This policy provides Liability coverage for only the named
driver while driving either owned or non-owned vehicles.

CREDITS/DISCOUNTS THAT APPLY TO THIS POLICY

QUARTERLY

HOMOWNER

Coverage	Limits/Deductibles	PREMIUM			
		Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4

The policy provides only those coverages where a charge is shown in the premium columns below.

LIABILITY	\$50,000 EACH PERSON \$100,000 EACH ACCIDENT*	154.74			
INSURED MOTORIST BODILY INJURY	\$25,000 EACH PERSON \$50,000 EACH ACCIDENT*	77.76			
UNEMPLOYED MOTORIST BODILY INJURY	\$10,000 EACH ACCIDENT*	8.58			
INJURY PROTECTION	\$10,000 PER PERSON	70.14			
UNEMPLOYED LIABILITY	\$25,000 EACH ACCIDENT*	95.16			

Limit of liability each accident or occurrence as indicated by the Insuring Agreement

VEHICLE PREMIUM TOTALS

406.38

PREMIUM SUMMARY

CLASS - FAIRYLAND-2.0

TOTAL TERM AMOUNT

\$414.38

The above premium includes a policy fee of \$8.00

DRIVER INFORMATION

Driver Name	Birth Date	Gender	Marital	SR22	MVR	DD Course Date
GASKILL, MICHAEL ELLIS	09/08/1939	M	M	N	Y	00/00/0000

Exhibit 6

James K. Gazori, Attorney at Law
PO Box 1255
1620 Olympic Highway North
Shelton, WA 98584
360.462.0018 Mason County / 360.943.1425 Thurston County
360.427.1173 (fax)

May 27, 2011

Dairyland Insurance Company
PO Box 8038
Stevens Point, WI 54481

RE: Requests to open thirty party auto claim and third party homeowner's claim

OUR CLIENT: Kim Gaskill
YOUR INSURED: Michael Gaskill
DATE OF LOSS: December 8, 2008

Dear Sirs:

This is to request that you open a third party liability claim under your insured's automobile policy. We also request that open another third party liability claim under your insured's homeowner's policy.

Upon receipt of your claim numbers, we will be associating Steven J. Thomas, Esq., to handle coverage and subrogation issues.

Your prompt attention to this matter would be appreciated. Thank you.

Very truly yours,


James K. Gazori

Exhibit 7



June 21, 2011

JAMES GAZORI
JAMES K. GAZORI ATTORNEY AT LAW
PO BOX 1255
SHELTON WA 98584

Claim Number: 92A166655-492
Insured: KIM E GASKILL
Regarding: KIM E GASKILL
Insured Driver: KIM E GASKILL
Date of Loss: 12/08/2008

Dear Kim:

With respect to the accident in which you were involved on 12/08/08 in Washington, VIKING INSURANCE COMPANY OF WISCONSIN disclaims and denies any and all liability or obligation to you and to others under its policy, numbered 475620001.

This disclaimer is made because coverage under policy numbered 475620001 was cancelled for nonpayment of premium on 09/19/05.

Please refer to your policy which states:

AGREEMENT

In return for **your** premium payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the Declarations Page of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. This policy is issued by **us** in reliance upon the statements which **you** made in **your** application for insurance. If **you** have made any false statement in **your** application, this policy may not provide any coverage.

VIKING INSURANCE COMPANY OF WISCONSIN's listing of the foregoing basis for its coverage position does not limit any other grounds for denial of coverage if the facts or developing law warrant it. In that connection, please be advised that VIKING INSURANCE COMPANY OF WISCONSIN's reference to the foregoing coverage provisions and exclusions should not be interpreted as a waiver or as an estoppel on the part of VIKING INSURANCE COMPANY OF WISCONSIN to assert any other terms, conditions, exclusions or limits of liability contained in the policies.

The foregoing analysis is based upon the materials that have been provided to us. As VIKING INSURANCE COMPANY OF WISCONSIN wants its insureds to receive all benefits to which they are entitled under policies of insurance which it issues, if you have any information that VIKING INSURANCE COMPANY OF WISCONSIN should consider, please provide same to the undersigned as soon as possible. Additionally, if the allegations change or suit papers are received, please contact us to reconsider our position in light of any new claims presented.

If you have any questions, please contact me.

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

A handwritten signature in cursive script that reads "Andrew Simpson".

Andrew Simpson, Claims Representative II
Viking Insurance Co of Wisconsin
A Member of the Sentry Insurance Group
800-547-7830 ext. 5664216 or 503-566-4216
888-729-2225 Fax
Andrew.Simpson@sentry.com

Exhibit 8

Sentry Insurance
P.O. Box 8039
Stevens Point, WI 54481



October 18, 2011

STEVEN J THOMAS
ATTORNEY AT LAW
PO BOX 241
HOQUIAM WA 98550-0241

Claim Number: 92A180641-484
Insured: MICHEAL ELLIS GASKILL
Vehicle: 1989 Ford Van
Date of Loss: 12/08/2008



After completing our investigation, Patriot General Insurance Company has determined there was no coverage for Michael Ellis Gaskill on December 8, 2008. Therefore, we are unable to offer coverage for this loss and respectfully deny your claim.

If you have additional information or wish to discuss this matter, please call.

Dawn Smith, Claims Rep Senior
Patriot General Insurance Company
A Member of the Sentry Insurance Group
800-547-7830 ext. 5664236 or 503-566-4236
888-729-2225 Fax
Dawn.Smith@sentry.com

Exhibit 9

Sentry Insurance
P.O. Box 8039
Stevens Point, WI 54481



September 24, 2011

STEVEN THOMAS
ATTORNEY AT LAW
PO BOX 241
HOQUIAM WA 98550-0241

Claim Number: 92A214483-506
Insured: MICHEAL ELLIS GASKILL
Regarding: KIM GASKILL
Date of Loss: 12/08/2008

Pursuant to your request to Dawn Smith on 8/1/2011, Patriot General has set up a separate underinsured motorist bodily injury claim for Kim Gaskill. We understand this is based on the information you provided that Kim Gaskill had been driving a vehicle owned by our insured, Michael Gaskill, prior to the accident.

We will be conducting an investigation regarding his claim. If you have any medical documentation you can provide we would appreciate copies of that information for Mr. Gaskill.

Thank you for your cooperation.

Kim Wiltsey, Claims Representative Senior
Patriot General Insurance Company
A Member of the Sentry Insurance Group
800-547-7830 ext. 5664218 or 503-566-4218
888-729-2225 Fax
Kim.Wiltsey@sentry.com

Sentry Insurance
P.O. Box 8039
Stevens Point, WI 54481



November 15, 2011

STEVEN THOMAS
ATTORNEY AT LAW
PO BOX 241
HOQUIAM WA 98550-0241

Claim Number: 92A214483-506
Insured: MICHEAL ELLIS GASKILL
Regarding: KIM GASKILL
Insured Driver: none
Date of Loss: 12/08/2008



As a follow up to our letter of 9/24/2011, Patriot General would like to offer arbitration in the matter of the Underinsured Motorist bodily injury claim for your client, Kim Gaskill. Please review and advise us of your position.

Thank you for your cooperation.

Kim Wiltsey, Claims Rep Senior
Patriot General Insurance Company
A Member of the Sentry Insurance Group
800-547-7830 ext. 5664218 or 503-566-4218
888-729-2225 Fax
Kim.Wiltsey@sentry.com

Exhibit 10

Sentry Insurance
P.O. Box 8039
Stevens Point, WI 54481



November 15, 2011

STEVEN THOMAS
ATTORNEY AT LAW
PO BOX 241
HOQUIAM WA 98550-0241

Claim Number: 92A214483-506
Insured: MICHEAL ELLIS GASKILL
Regarding: KIM GASKILL
Insured Driver: none
Date of Loss: 12/08/2008



As a follow up to our letter of 9/24/2011, Patriot General would like to offer arbitration in the matter of the Underinsured Motorist bodily injury claim for your client, Kim Gaskill. Please review and advise us of your position.

Thank you for your cooperation.

Kim Wiltsey, Claims Rep Senior
Patriot General Insurance Company
A Member of the Sentry Insurance Group
800-547-7830 ext. 5664218 or 503-566-4218
888-729-2225 Fax
Kim.Wiltsey@sentry.com

Exhibit 11

To begin, select a tab and enter information in one or more of the fields th
"Search" button.

[Agent Search](#)[Agency Search](#)[Company Search](#)Search **All** companiesSearch companies with **Active** lines of bus

Search for company by name, coverage, license number, or org:

Name SentryWashington State license
number (WAOIC)

NAIC number

Coverage Select All
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